

15-2508-01

FORMAL COMPLAINT FORM  
PUBLIC SERVICE COMMISSION  
Heber M. Wells State Office Building  
160 East 300 South, Fourth Floor  
P.O. Box 45585  
Salt Lake City, Utah 84114

UTAH PUBLIC  
SERVICE COMMISSION

2015 DEC 18 P 4:12

1. Name of Complainant: Marian Seamons  
Address: 1707 S. 500 E. Orem Utah 84058  
Telephone No.: 801 669 0776

If represented by counsel, list:

- Name: Jeffs and Jeffs  
Address: 90 N. 100 E. Provo Utah 84601  
Telephone No.: 801 373 8748 801 373 9748

2. The utility being complained against is: TUED Ticeco Utility Improvement Dist.

3. What did the utility do which you (the Complainant) think is illegal, unjust, or improper? Include exact dates, times, locations and persons involved, as closely as you can.

charging utilities on vacant lots and unmetered properties  
charging different utility rates to customers (Aug 2013)  
combining all utilities (electric & water) & TUED mandatory all  
services charged. Improper billing - notification of rates  
Conflict of Interest with District Manager

4. Why do you (the Complainant) think these activities are illegal, unjust or improper?

charging utilities on vacant lots Utah Code 17B-1-903  
The district is participating in anti-trust competitive behavior  
By forcing consumption of all services This is anti-trust violation

5. What relief does the Complainant request? We want utilities

Remove properties and vacant lots -  
We want equal kilowatts charged for utilities  
consumed by all customers - proper billing -  
notification of minutes bonding Books to be open to the public  
minutes recorded correctly

6. Signature of Complainant Marian Seamons  
Date: 18 Dec 2015

**EXCIBIT A**  
**FORMAL COMPLAINT AND ATTACHED RESPONSE WITH TUID**  
**DECEMBER 11 2015**

***"Before we left Ticaboo, the mining company that ran the utilities, pulled our water and power meters on our single trailer and it was never reconnected."***

The District has essentially no records from the years that utility service was provided by the various mining companies and the District does not have any record of this event taking place.

THE DISTRICT states here that they don't have records from the different mining companies and yet they started a billing of 758.06 on our account lot 005. We are asking for him to give us the itemized billing for those charges under the gramma act.

***"In Aug 2013 the TUID district had conflict with our renters Jim and Val Hill. They had let TUID know they wanted to get a generator and only purchase water. The district came and pulled our electric and water meters without contacting us as the home owners."***

In July 2013, then tenants of the Complainant, James L. and Valerie S. Hills, requested in writing to have The utility services disconnected from the property they were renting, 189 & 187 N. Lake Drive, Ticaboo, UT 84533. There was no dispute with the tenants regarding the use of a generator. The dispute that existed between the tenants and the District involved unpaid fees in the amount of \$1,490.93, an amount which remains unpaid still today. The District, after having received this written request, pulled the water and electric meters thus turning the services off as is routinely done.

THIS IS AGAINST UTAH STATE code 746-200(1) (1) the utility's shall be disconnected at four days and no other fee's after the service is removed. We are asking for the itemized billing for Jim and Val. They had a business and we believe the billing was from there business.

***"TUID had conflicts with others within the community."***

To date the District has resolved all conflicts and continues to strive to do so. We are unaware of any other conflicts the Complainant refers to.

WE KNOW THAT THE DISTRICT has customers unsatisfied with the district. They feel that the county and district have not been there to assist them and that there is no resolve because when they go to meetings the board does what they want and doesn't care for any votes or opinions. The county wants nothing to do with the district as we have asked them on October 26, 2015.

***"Phil Brinson had solar panels and they were still wanting to charge him utilities so he could have water."***

Under the District's regulations, on file with the Utah Public Service Commission (the "Commission"), Section 03.02, Requirement for Other Utility Services, which states:

***"As a prerequisite to Electric Service provided to a Customer by the District, the Customer must also subscribe to water, wastewater, and solid waste services provided by the District.***

***A Customer will be deemed to have met the requirements of this section if the Customer pays, at a minimum, the monthly standby fees for each service."***

As described in the regulation above, the District requires payment of standby fees for all services provided by the District. These standby fees ensure that services are available when requested.

WE HAVE NOT SIGNED UP FOR SERVICES ON lots 005-007-008 and 098. UTAH LEGESLATION IN 2014 session did not pass! That if you have one service, you would have to sign up for all services or

utility. The district forces a standby fee without ever signing up for a service and won't let you by just one if that's all you need. The taps were put on every property by the mining company over 36 years ago and we should be grandfathered in. If you pay to have your Taps removed the district charges but doesn't do it. This is a violation of Anti-trust laws 17B-1-202 (3).

***"In the first months of 2014 we received billing for utilities on vacant lots. Because of our moving, health and finances we had not received information about district and/or fees."***

The Complainant began receiving billing for the other properties they own beginning September 2013 in accordance with Resolution 2013-0017 as previously stipulated in our response (*see Exhibit B*). In that previous response page 1, paragraphs 5 and 6, we exhibited that proper notification was made. Further, the Complainant was present for meetings of the Board of Trustees where this issue was discussed.

***"March 31st 2014 I made a formal complaint to the state of Utah public service commission. I had a conversation with Chip about how he could justify such cost and fees to vacant lots. I told Chip I didn't have the money to pay these fees because I am on social security and he stated that he didn't care."***

The complaint mentioned is exhibited in this response (*see Exhibit B*).

THIS IS WHAT I HAVE STATED that we try to talk to the board and TUID, they have no concern for the problems you may go through. I talked to the board in the month of March about the standby fees and it is in the minutes that I made comments as a hypothetical comment, and no recording of what I said. I went to talk with Mr Shortreed and he did state he would come over, but he did not. I returned home to Utah County as to not drive in the dark.

***"In July 27 2014 we had new renters move in and we were charged from TUID to pay the year's utilities in the amount of 1,775.00, even though we didn't have meters, after we paid the fees the meters were put back."***

The Complainant contacted TUID and stated they had someone is interested in renting their home and inquired as to the past-due amount owed. After communicating the past due amount, the Complainant sent a partial payment and advised the tenants were responsible for the remainder. The District received the balance of the past due amount owed from the tenant on July 29, 2014.

THE MONEY THAT WAS PAID from the renter was the deposit for cleaning and damages, they have moved and we have settled there deposit. We signed a contract and paid most of the stand fee for the year that we had no meters. On the first of July 2014 I paid and the renter paid on the 26 day. We have copies of the checks. This is violation of Utah code 746-200-(1) (1) we paid the year after TUID took out meters and turned off services \$1,775.00. Now that the house is vacant we would have to leave it for two years before we could turn off service under TUID contract.

***"The fees were also a surprise to a young man named Ever Corrillo. He told us that he had not had a bill until one day he received a large bill for thousands of dollars, for utilities, they had attached to his property. At that time he was in college in Colorado, he was almost ready to have a child and could not afford to pay the utilities and property taxes."***

The District is not comfortable sharing information publically about another current customer who is not party to this complaint.

***"There is another elderly retired gentleman that has a house and property that is leaving Ticaboo and going to Arizona because of his social security he cannot afford the utility's that are being charged, he too tried to get solar panels and was told that he couldn't from the district, he has conflict with the district."***

The District has no comment on this matter, as it is something we are not involved with or aware of. The District does not prohibit the use of solar panels in Ticaboo.

WE TALKED TO THE ONE of the board members Tom Hill on October 15 2015 and he stated to us that we could not use solar that it would affect the generator grid. We are very concerned about what happens to us for filing this and others are too, as they feel nothing gets changed.

***"On September 20, 2015 we were in Ticaboo to repair a water break on a line under our home, My husband and son in-law Rick was fixing it, we had complication and need help because the water wasn't shutting off at the meter. Chip was not helpful and when we came to some resolve Chip stated that he was going to charge us for two meters and was wanting us to dig all the water lines up, he was yelling and very rude."***

Mr. Shortreed was contacted outside of normal business hours by the Complainant's daughter and told they had a water leak. Upon inspection it was found the Complainant's son-in-law had cut the water line on the customer's side of the meter and failed to turn the water off under their home. The Complainant's daughter was advised that the discovery of another meter would have to be investigated further as the Complainant was only paying for one meter on their property.

On October 28, 2015, the Complainant was sent a letter, via email, concluding the District's inquiry into The second meter. The letter conveyed the District had successfully determined water service is distributed through an old meter under the home to a new meter outside of the home. We concluded that only one water service existed on the property. The presence of the old meter under the house did not change the amounts the Complainant was billed for water service.

THE WATER WAS SHUT OF AT THE METER and until the water was spraying and much thought to water still running was the old meter found and the shut off to stop the water. There was a company that was contracted to do meters from Loa, in 2010 that was funded by a grant. Jackson company installed the meter, It does not change the way we were treated and that he refused to talk with my husband. The two meter system is the same on other property's and Tom Hill the board member help Mr Shortreed understand this, as the Jackson company did his the same way.

***"On October 2, 2015 my three daughters Sherri, Juli, and Mari went down to check the renter out from our rental property and went to talk with Chip, He stated that he was on the phone and didn't have time to talk with them, this is what he say's to us all the time we go to talk to him, Mari explained that she was there on business time and she had traveled all that way to make it their to speak with him and when would he be available, he stated that he would come over to our house. We have not been invited in to conduct any business and felt like he has not been polite to us. Chip came to the house and spoke with my daughters, Mari is the power of attorney with my property's and was the one that was needing to change the utility's on the rental property, she was going to change the contract on the property, as she was talking to him he informed her that here was a open enrollment period and it was only in October ,she then asked for receipt to the house and the contract that I signed the year before and he stated that he didn't keep receipts and that the bills that I received are my receipts, Chip said what about the two meters and Mari explained there was not two and a augment occurred, he said that he would only give us till the January first and would charge double if we didn't show the pipes to him."***

On the day in question the Complainant's daughters went to Mr. Shortreed's home, unannounced and Without an appointment, to discuss the inquiry into the second water meter. At the time they arrived, Mr. Shortreed was on the phone handling another District matter and assured the Complainant's daughters he would make himself available after his call, which he did after normal business hours.

Mr. Shortreed advised the Complainant's daughters that if they wanted to move down an electric rate

schedule they would need to do so during the month of October, as this was the open enrollment period for service agreements. Open Enrollment is a period of time, October 1<sup>st</sup> to October 31<sup>st</sup>, wherein a customer may change their service schedule. The rules and regulations of the District allow for a

customer to increase their electric rate schedule anytime during the service year (January through December), but may only reduce their electric rate schedule during Open Enrollment. Mr. Shortreed did not indicate that receipts are not kept. Mr. Shortreed did advise it would take some time to collect the information requested. In the meantime, the Complainant sent a letter requesting same. All the Complainant's billings and receipts were provided upon request (*see Exhibit C – Exhibit B of the letter*).

There was no argument regarding the second meter. Only an explanation that the second meter would have to be verified to ensure there was not a second service to the property. The Complainant's daughter was advised if a second service was found the Complainant would be responsible for a second meter. Given the situation, Mr. Shortreed gave the Complainant three (3) months to provide any evidence that indicated there was not a second service to the home.

THE HOME OF MR SHORTREED IS THE OFFICE OF TUID. We the district pay the rent, phone, utility's and office supplies for the home and as it state that there is business day and hours the customer should be able to show up to conduct business. My daughters were at the office/home at two that Friday afternoon on September 18 and Mr Shortreed went to my home just before five. My daughters was there only to talk of the utilities for the rental on lot 003 and Mr Shortreed went into discussing home on lot 001 that led to an argument with him in regards to the second water meter, she thought there was now old meter just a shut off value and Mr Shortreed said that my husband had hooked up the water to the home when we put the home in Ticaboo in 2000 she stated that he did not and he went on to telling her he would go get other people of the community. Mari stated that she didn't need to get into what he said she said of the town and that the company that was contracted by TSSD was the ones that installed the meter and that it was there before TUID took over and should be grandfathered in, Mr Shortreed said there was no grandfathering in Ticaboo. When Mr Shortreed made the comment of the no receipts at the time my daughters asked he first stated that I received them as billing each month. The daughters then asked that the needed receipts because the bills don't show Kilowatts for the renters use and I needed to get the contract, I still have not received a copy of my contract and I'm asking again under the gramma act to receive it with other documents. All three of my daughters had different response's to Mr shortreed for saying he didn't keep receipts and they had to ask three time to even get him to say it would take time and cost to give any receipts, I don't feel at any time that asking for response's from TUID is only through the gramma act and there is not much professionalism for the district, as I have stated many times and on several occasions.

***"I wrote him a letter on October 5, 2015 and asked that he send me receipts and contracts to my properties, I sent that certified mail and received a reply from Chip that the letter was vague and he couldn't respond."***

In response to the letter received, Mr. Shortreed did send an e-mail on October 14, 2015 @ 5:12 PM, Where in further information was necessary to properly complete the request. The Complainant was notified that upon receipt of the requested additional information we would gather it and deliver it via U.S. Postal Mail. Subsequently, the District to the best of its ability deciphered the requested information and provided it on a USB drive hand delivered to the Complainant on Monday, October 26, 2015.

ON OCTOBER 5 MY SON IN LAW called and asked about the meeting that was to be held on that evening and Mr Shortreed said it was canceled and then I checked the web site and the dates and information on meetings was changed. I checked several times to see if my certified letter had been picked up, it was down to being sent back to me before it was picked up I sent it on the 5 and was not

picked up till the 14 of October, then the response was that I was to vague so then I asked under the gramma act for my receipts, only after I made the drive to Ticaboo and showed up on a Thursday the fifteenth at four o'clock and no Mr Shortreed did I hand deliver the third request for my receipts. I was then given some of what I asked for at the meeting with the County in form of a USB.

***"On October 15, 2015 went to Ticaboo and arrived at four o'clock that afternoon, we were told Chip was gone out of town we hand the papers requesting receipts and contracts under the grama act to Aspen a young lady that lives with him, we then took the letter to Tom Hill the new board president and asked him to give to Chip, we then paid our bill and put the letter and payment together in his drop box."***

The District acknowledges receipt of the letters as described in this response. Further, we responded as described.

I MADE RESPONSE TO THIS AS OF THE PREVIOUS PARAGRAH AND PAGE.

***"We have been talking with others in the community of Ticaboo and the concerns they are having. They are having similar trouble with billing and we are hoping to have them addressed. We have not been receiving our bills in a timely manner so we receive a late fees. We have not received to bill for the month of Sept. and it is due the 21st of Oct. 2015."***

All billing is mailed U.S. Postal Mail, and the District has no control over mail delivery after it leaves our possession.

WE STILL DON'T RECEIVE OUR BILLING ON TIME. This seems to be more of a problem in being properly informed on board meetings. Last month in November we received our bill the day after the meeting and my daughter looked at the town meeting board on the 31 of October and there was only notice left from the August meeting and she also inquired on the newspaper for listing of the meeting. My bill for December came as a email and not the way of mail on December 7 and that a meeting is scheduled for the 15 of the month and the newspaper stated that there was to be one on the 1 of December. The place that I was searching for meetings and information on the district was the Utah.govseices and they had no date or information on meetings for TUID, I then called the newspaper to ask for year to date legal notice from the district and there office told me to go to Utah Legal Notices and I then found some of them. We also are having problems with my billing being changed for the last three months. I'm including all documents to verify this.

***"We can include other complaints and specifics if needed. We have been doing all that we can to see that we can keep the properties we worked our lives to go down to Southern Utah to enjoy. We have been through so much turmoil in trying to know what to do in order to care for our problems with TUID."***

The complaint letters received by the District have been responded to in an attempt to address all of the Complainant's issues. As of the writing of this response, between October 1, 2015 and November 7, 2015, the District has received and/or responded to approximately: 23 e-mails; 7 letters; 3 personal visits by the Complainant, Complainant's daughter, son-in-law, husband, sisters, and; 1 voluntary appearance by the District before the Garfield County Commission.

The District has made every conceivable effort, given our limitations, to respond to the Complainant, given the barrage of demands they have made.

WE ARE TRYING TO RESOLVE THE ON GOING ISSUE WITH THE DISTRICT. I'm 82 eighty two and have learn to use computers myself and don't feel that I'm very adequate with them and try to do my best and I'm trying to do my best to deal with the district the best I can.



When we have talked with others about the concerns and the open enrollment they have shared what they fill and experience. Some of them have not signed up with contracts and did not know about open enrollment. I thought that if there was such a thing that yearly you would be informed, as I am from banks and medical businesses.

***"We are honest taxpaying citizens. We want to do what is right and pay for what we receive. We have been up many nights awake trying to figure out what we could do and now request your help to resolve the problems that are facing us with bills that we don't feel are fair and/or legal. The bills on my vacant lots is being used as leverage against properties that are currently on paid up utilities service, there is a threat of making them run together and making it part of my credit report to damage my credit."***

As of the writing of this response the Complainant owes the District, on five (5) accounts, a total of \$15,113.37, of which \$14,742.82 is past due with no payments received on three (3) of those accounts since 2013.

In accordance with the District's rules and regulations each account is treated separately, even if those accounts are owned by the same party(s) (*see Tariff, ER-08.10*). Regardless of the egregious past due amounts, the Complainant continues to receive utility services at two (2) active service addresses. The District has not taken any action against the Complainant on active, currently paid, services addresses based upon the unpaid past due balances on any other accounts. The District has exercised our rights under UtahCode to place liens against the properties where the Complainant has refused to make payments on their fees.

On several occasions during the past three (3) years, the Complainant has spoken to other members of the Board of Trustees about their vacant lots, and they have attended at least two (2) board meetings. In all occasions, some as far back as 2013, the Complainant was advised if they brought their accounts current they could abandon the taps on their vacant properties thus relieving themselves of paying fees. Of the eight (8) properties the Complainant owns in Ticaboo, they had the opportunity to abandon their taps on three (3) of their properties that are vacant. They have refused to do so.

IT BEEN TWO YEARS AND NOT THREE AS MR SHORTREED STATES. I didn't know of the charges until there was a large bill and late fees and when I did I tried to make contact as stated. I'm on limited social security and couldn't pay the amount and disconnect fee. You have to be current on billing and pay a filing fee to disconnect. I feel its against the law to force you to have utility's on vacant land and sign up without wanting service. This forces customers to use the utility's even if they don't want to. I have paid our bills on the homes we use with meters and I'm continuing to trying to resolve the fees to the other properties. I filed a complaint last year and didn't understand the process myself, my daughter Mari is now involved to help me, as to this is very complicated.

***"We are requesting under the Grama act that if there is any information to help us with understanding the items 1-14 we request that you please help us. We have made this request of Chip Shortreed and we have not had success at this point."***

The District believes this informal complaint was submitted in conjunction with many other complaint letters, sent to the District, at the same time. The District has responded to each complaint as stipulated in this response. Many of the items in bullet points 1-15 were responded to in our 143-page response on October 23, 2015(*see Exhibit C – Cover letter pages 1-2*). The District has provided information far above and beyond the production of specifically requested documents which is required under GRAMA; indeed, the District has attempted to provide the Complainants with every possible piece of information in response to their numerous requests

***"1-When TUID was being formed utilities are being charged to vacant lots and properties with no meters, for the year 2012, 2013, 2014, and 2015."***

As previously stipulated, the Board of Trustees unanimously approved Resolution 2013-0017, whereby standby fees were being charged to properties where utility taps exist. All of the Complainants properties (8 in total) have existing taps. Of those properties five (5) have homes on them, and three (3) are vacant lots. The District has tried to explain to the Complainant, on many occasions, a meter does not represent a tap(a.k.a. connection). A "tap" as defined by the District's Tariff (Docket 15-2508-T01), filed with the Public Service Commission, is, "An available connection to electrical, water, or wastewater service that is present on a particular property. In the case of electrical service, a Tap consists of a connection from District power distribution lines to a particular property and terminating on that property. In the case of water service, a Tap consists of a lateral pipe leading from a District water main to the particular property, and terminating on the property. In the case of wastewater service, a Tap exists when a sewer lateral line is installed to connect the property to the sewer main line." Therefore, a customer may have taps on their property where meters are not present. Meter's may be removed for several different reasons, one of those reasons may result in the disconnection of service, either voluntary or involuntary. The District routinely removes meters when service(s) is disconnected to protect the equipment and/or prevent theft of services. The presence of taps on the property indicates that the District is ready to provide utility service to the particular property and standby fees are required to pay for the expense of standing ready to provide such service.

EXHIBIT (B) The Map and Ordinance that the district and taps were developed in 1978. I was incorrect about the billing! It seems that it started in 2012 When TUID put charges of \$758.06, I'm not sure what the billing is on this so I'm request itemized billing from TUID. I filed the complaint before I received receipts and ordinances from the district. This is a violation of Anti-trust laws making us sign up for service we haven't wanted.

***"2-We have requested receipts and documents from TUID and been refused so we are requesting them under the grama act."***

The Complainant's requests have not been refused (*see Exhibit C*). The District has provided documents and information far beyond that which would be required under GRAMA. The District will continue to provide information as requested by any District customers.

EXHIBIT (B) The letter not picked up from post office, We still don't have all the document we asked for and still are requesting more from TUID.

***"3-We would like to know when the district was formed and the board was assigned to positions. Are members on the board currently being compensated and have they gone through the proper training that is required?"***

Information regarding the formation of the District and its Board of Trustees positions has been responded to (*see Exhibit C – Cover Letter page 2*).

Regarding compensation. As allowed by Utah Code 17B-1-307, members of the Board of Trustees may receive compensation not exceeding \$5,000 per year. On August 11, 2011, the Board of Trustees unanimously approved Resolution 2011-0009 authorizing board members to draw compensation in accordance with Utah Code.

Regarding training. All of the sitting members of the Board of Trustees have received training, provided by the Utah Association of Special Districts, as recently as August 27, 2015.

EXHIBIT(C) Budget packet where it states some of the board are not trained was 1/9/2015.



***"4-How and when was the tariff passed and the regulation put in place. We don't believe the tariff is in law and in accordance."***

The District has filed our Tariff (*see Docket 15-2508-T01*) with the Commission in accordance with Utah Code. The District is unsure which "regulation" the Complainant is specifically requesting information about.

EXHIBIT (D) Ticaboo TUID letter to the PSC that they still need to comply with the recording of minutes and the tariff changes.

EXHIBIT (E) Changes to the tariff and the billing that consumers don't pay the same fee per kilowatt. There should be equal charges to customer for the kilowatt's they use, not one more, than the other less.

***"5-How have contracts and open enrollment been enacted throughout the district without knowledge of the property owner, we and other residence know nothing of open enrollment and that October is the only month that you can change plans, we were not informed of this."***

Presuming the Complainant's reference to contacts, means service agreements, these have been part of the District's Tariff. Specifically, Regulation R03 covers the requirement of service agreements. The District has repeatedly sent information to the Complainant's address on file with the District. Open enrollment has been explained previously in this response.

EXHIBIT (F) The Contracts for services and disconnect fee's. We are not in compliance on (J) with properties 001-002-003-004. TUID violated this contract this month of December and October when the failed to mail our bill and sent it emailed exhibit (O).

***"6-How does this district have ordinance and meetings without proper notice to the public. I have not been able to find where and when these meetings take place. I look on the computer, the dates change very often, they are not posted in the public place in the city and I am never informed."***

All meetings of the District are published in accordance with the Open and Public Meetings Act. As such, all meeting notices are posted on the Utah Public Meeting Notice web site, and in required cases on Utahlegals.com and published in a newspaper of general circulation for our area. Additionally, the District posts the agenda for an upcoming meeting on the District's bulletin board located by the U.S. Post Office mailboxes in Ticaboo. Since the District has several customers who do not reside in Ticaboo year-around, we take the extra step of noting upcoming meetings on the customer's bills. We also post our meetings on our calendar which can be found on our web site ticabooud.com, which includes our upcoming meetings and our Annual Meeting schedule. The District, given our limitations in staff, makes every effort in accordance with Utah Code to ensure the public is notified of meeting changes. There are occasions where meetings are cancelled or rescheduled. We make the best concentrated effort to notify the public of meeting changes using the aforementioned communication vehicles. The District suggests that the Complainants sign up to receive email notices through the Utah Public Notice website (pmn.utah.gov) so as to be fully informed of all public meetings held by the District.

EXHIBIT (G) Print out of meeting changes and information on how we get informed of meetings.

***"7- I would like to know the number of people that live in Ticaboo."***

The District estimates that approximately 46 full-time year-round residents live in Ticaboo. This number varies based on the number of year-round employees residing in Ticaboo during the offseason months. Excluding year-round employees, the District estimates the population of Ticaboo is approximately 30.

EXHIBIT (H) the document of application for loan on drinking water from board packet, 1/9/2015. TUID also make statement to the amount of customers in paragraph 7 above.

***"8-It is stated that district manager makes 45,000 dollars a year. How can a salary so high be set for a district manager where only approximately 15-20 full time citizens."***

The District Manager's salary is set and approved by the Board of Trustees. At present the District Manager's salary is approved at \$40,000 per year. The salary approved was based upon the median income, and job description, in Garfield County, and surrounding areas. The expense for a full-time District Manager is budgeted annually, beginning with the 2015 budget, and is not expensed per person, it is accounted for in the expense budget. The provision of the full spectrum of utility services (water, sewer, trash, and power) requires significantly more than the effort of one full-time employee. The District also relies on volunteer help from members of the community from time to time. Put simply, without the District Manager, Ticaboo would not have utility service.

EXHIBIT (C) The 2015 budget has the set payout for the Rent, Salary, Phone, and office supply's.

***"9-How can the we as customers feel we can trust the board and district manager when they change the rules day to day and do not give proper information for meetings and record minutes of the meetings and have the available on request."***

In accordance with the Open and Public Meetings act, meeting minutes are available for public review. In the case of the Complainant, meeting minutes were provided upon their request (see Exhibit C – Exhibit D of the letter). Rules are not changed day-to-day, they are changed upon the discussion and approval of the Board of Trustees during board meetings.

EXHIBIT (J) Special District pages that explain the laws governing districts and the code of ethics with penalties for violations. Exhibit D the filing of meeting are not current. Exhibit K has the brochures from the district. Exhibit H also covers some of the pages as to the changes and improper notices of district.

***"10-It has not been stated how they assess the impact fee, and why they are set so high, decreasing property value."***

Impact fees are outlined in the District's Tariff. To date the District has not charged any Impact Fees. The District is not in the business of real estate or real estate speculation; thus we cannot directly speak to property values in Ticaboo.

EXHIBIT (M) Utah state code on impact fees. With more to improper holding and meetings from the board.

***"11-We are being charged power, water, sewer and garbage fees on vacant properties without taps, meters and utilities."***

As previously stipulated in this response the Complainant owns eight (8) properties in Ticaboo, and the District has confirmed that taps exist on all eight (8) properties.

EXHIBIT (L) Memorandum from the Fabian Attorney's at Law.

***"12-We are told that we cannot have solar and only pay for water. We would like to know if that is the case. We feel like the state would like to see us do what is most beneficial for the environment."***

See Exhibit C – Resolution 2013-0017. The District does not prohibit the use of solar panels.

**"13-Is there a statute or ordinance that states that I cannot put a solar panel on a property"**

*See Exhibit C – Cover letter page 2.* The District does not prohibit the use of solar panels.

EXHIBIT (N) Legesation March 21 2014 it was not passed the a district could charge for all utility services as a whole. Yet this is what they do to Phil Bimson, no meter for power and TUID charges him.

**"14-What can be done to see the utilities go to provide service to offshore, A &W, and Aeromark so that if need be Gar-Kane power could run this service."**

The District has been, and continues to, investigate cost efficient ways to extend line service to other potential connections in the area. Given the exorbitant costs involving permitting, studies, materials, and labor, line extension is not something that can be done immediately. The remoteness of Ticaboo makes the current generation system the most economical method for providing power to the residents of Ticaboo. The District fully supports any cost-effective measures to reduce the expense of electrical service in Ticaboo.

If YOU READ in the documents Exhibit H the drinking water loan application. Yet as I have talked with the owners of Off Shore, they express no desire to work with TUID for services as to the contracts and changes to fee and rules.

**"15-There needs to be a better professional environment or office, to serve the residents and customers,in regard to accessible service, billing, and fair treatment for concerns."**

This request stands in direct opposition to the Complainant's numerous grievances about the cost of utility service in Ticaboo and even the fact that the full-time District Manager position is a paid position. Given the size of the District and our limited budget, it is difficult to erect a building solely for the purpose of District business. As such we are forced to have to improvise and provide the best customer service possible given the circumstances. While the Complainant wishes for the District to have an office, the cost associated with that would be catastrophic to our customer's billings to cover the expense. Given the District's limitations, we believe we are being fiscally responsible by not imposing that expense until such time as we can find other, more cost effective, means to build an office.

If you look at the Exhibit C you can see that the customers pay all expense's and salary for Mr Shortreeds home, and as to what he states in the above paragraph number 8 response he is full time and in other response number 3 the board members are composited and Mr Shortreed on September 18 stated that he has two part time employee's and I've just been informed of a third. If you read the minutes in April 23 2015 the district purchased four properties. I know that the district could lease a office space just off the resort C store for less than we pay rent for Mr shortreeds home, were a proper office space could fit the need of the district.

I'm sorry if it seems that I have such conflict with the district. I feel that it is unlawful and unethical in the way that the district and board is conducting the business of this district.

I have worked very hard to try to save my properties and to high cost of utility's to not go forward to address all the concerns I have, not just for myself, for the others as wells as ones that may look to buy. If we don't see growth, I don't see how the town can excites.

Thanks for your time and I hope to get some resolve. Sincerely, Marian Seamons.

## EXHIBITS

- EXHIBIT A 1. Map of District as of creation 1979  
2. Covenants and description showing development of Ticaboo
- EXHIBIT B 1. Letter sent to TUID Mr. Shortreed October 5, 2015  
2. UPS Mailing information showing sent letter asking under GRAMMA Act to give us receipts for property mailed October 5, 2015. Mr. Shortreed rejected first verbal . Then rejected second request letter and then send third request under GRAMMA Act.  
3. Letter under GRAMMA Act request.  
4. Letter paid a payment with no billing for October 2015 and payment without knowing what the balance owed was.  
5. Beginning charges for lot 005 account beginning at \$758.06 no billing for previous months .
- EXHIBIT C 1. Budget for 2015 Board does not have training complete.
- EXHIBIT D 1. Action request from Utah Public Service Commission.
- EXHIBIT E 1. Changes to tariff and changes to Kilowatt charges  
2. 2012 fax from renter  
3. Break down of service plans  
4. Statements and kilowatts to date.  
5. Current web page and fees from TUID.
- EXHIBIT F 1. Contract for utility service. This forces customers to sign up for service, It violates Anti-trust law and did not pass legislation.  
2. Application for disconnect of utility services. This forces the customer to pay two years of utility service with property vacant to turn off utilities. This violates the State Code 746-200-7(1)(1). It states that customer requests turn off and within four days the service must be turned off and no other fee after that date.
- EXHIBIT G 1. Print out of Board members. Mr. Shortreed is on the board which is a conflict of interest.  
2. Utah state code chapter 7, part 13, section 80. Development of Board and fees and charges.  
3. Meeting from web site September 22, 2015.  
4. Meeting being changed after we called and asked about meeting October 5, 2015.
- EXHIBIT H 1. Drinking water board packet for construction loan June 9, 2015 page 3, states current Population as 134 is now 46 on number 7 of complaint.
- EXHIBIT I 1. Complaint on April 2, 2014 with response from TUID.
- EXHIBIT J 1. Special district pages laws governing district and code of ethics with penalties.
- EXHIBIT K 1. Memorandum from Fabian Attorneys of Law

- EXHIBIT L
1. Statement of utility customer rights.
  2. Billing and rule changes.
  3. Customer notice stand by fees.
  4. Notice of public hearing for board.

- EXHIBIT M
1. Utah code 17B-1-1-Section 111 Impact fees.
  2. Ticaboo filing for setting up district and forming with PSC
  3. Public notice's.
  4. October 8, 2015 looking on Utah.gov services site to find TUID notice for meeting.  
No information posted for TUID
  5. Documents for in TicabooUID site only place to find minutes. The pages go from 1-9-21-25
  6. Contacted the paper and they directed me to the Utah legal notice for TUID meeting information.

- EXHIBIT N
1. Utah legislation bill was not passed for district to charge for all services Item 30 was rejected.

- EXHIBIT O
1. Document states we were not running two meters as of disagreement on September 18, 2015. And October 5, 2015.
  2. Email stating not receiving bill for October.
  3. Statement in October we paid \$262.41 and owed \$194.60.
  4. Emails and documents to abandonment of taps to lot 003 and 004. Contract to Change utilities to lower rates on October 31, 2015.
  5. Billing showing we were current on October 31, 2015 and billed owing \$319.36 On 1115 lot 002, 004 for November 21, 2015.
  6. Statement changing our billing saying we owe more money. We believe that Mr. Shortreed charged us for September billing that our renter Paul Watson did not pay. Proof of emails with Paul.
  7. December bill emailed with incorrect amount owed of 1115 and notice of meeting For the 15<sup>th</sup> of December only a eight day notice.